

UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF WASHINGTON  
AT SEATTLE

POINTSTORY LLC,

Plaintiff,

v.

PROTALUS USA LLC,

Defendant.

Case No. C23-1691-MLP

ORDER

At the close of Plaintiff's case, Defendant moved for judgment as a matter of law on Plaintiff's unjust enrichment claim. *See* Fed. R. Civ. P. 54(a). In Washington, a plaintiff who is a party to a valid express contract is bound by the provisions of that contract and may not bring a claim for unjust enrichment for issues arising under the contract's subject matter. *See Chandler v. Wash. Toll Bridge Auth.*, 17 Wash.2d 591, 604 (1943); *see also Hurlbut v. Crines*, 14 Wash. App. 2d 660, 672-73 (2020). Defendant contends that all work performed was under a contractual agreement, and Plaintiff did not perform any work outside of this contract. Plaintiff acknowledges that an unjust enrichment claim is not applicable when damages arise solely from a contractual breach and admits that all damages sought are based on contractual invoices.

1 Consequently, the Court GRANTS Defendant's motion and DISMISSES Plaintiff's unjust  
2 enrichment claim with prejudice.

3 Dated this 15th day of May, 2025.

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5 MICHELLE L. PETERSON  
6 United States Magistrate Judge  
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